

**MEMORANDUM OF AGREEMENT  
BETWEEN  
PETRIFIED FOREST NATIONAL PARK  
AND  
THE ARIZONA STATE HISTORIC PRESERVATION OFFICER  
REGARDING  
REPLACEMENT OF JIM CAMP WASH BRIDGE  
AND  
ASSOCIATED SITE IMPROVEMENTS IN THE RAINBOW FOREST AREA**

**WHEREAS**, Petrified Forest National Park (the Park) has determined that replacing Jim Camp Wash bridge, widening the highway approach lanes to the bridge, and converting Long Logs road and parking area into a pedestrian trail, hereafter referred to as the project, will have an adverse effect on historic properties potentially eligible for inclusion in the National Register of Historic Places; and

**WHEREAS**, the National Park Service has established *Management Policies* that stipulate that every "...proposed action will be evaluated to ensure consistency or compatibility in the overall treatment of park resources. The relative importance and relationship of all values will be weighed to identify potential conflicts between and among resource preservation goals, park management and operation goals, and park user goals. Conflicts will be considered and resolved through the planning process, which will include any consultation required by 16 USC 470(f)" (*Management Policies*, 2001, Chapter 5.3.5, Treatment of Cultural Resources); and

**WHEREAS**, the Park consulted with the Arizona State Historic Preservation Officer (SHPO) pursuant to 36 CFR 800.8, *Coordination With the National Environmental Policy Act*, regarding implementation of Section 106 of the National Historic Preservation Act {16 USC 470(f)};

**NOW, THEREFORE**, the Park and the SHPO agree that the project shall be implemented in accordance with the following stipulations.

**STIPULATIONS**

The Park will ensure that the following measures are carried out:

**1) Submission of 95% Construction Drawings to SHPO**

Upon completion, 95% construction drawings for the project will be submitted to the SHPO for review and comment.

**2) Develop Guidance for Future Changes or Alterations to Rainbow Forest Parking Area**

Within six (6) months of the effective date this agreement, the Park with SHPO will develop design guidelines for future undertakings affecting historic properties in the Rainbow Forest Parking Area, to ensure that any changes or alterations are made in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, as determined in consultation with the SHPO. All future plans, documents, or reports pertaining to proposed changes or alterations to the Rainbow Forest Parking Area will be submitted to the SHPO for review and comment.

**3) Archival Recordation/Documentation**

The Park consulted with the Historic American Engineering Survey and SHPO to determine what recordation/documentation shall be required for affected historic properties. Prior to any construction activities the Park will ensure that the following documentation standards are met:

- The Park will ensure that all recordation/documentation activities are performed or directly supervised by architects, historians, photographers, and/or other professionals meeting the qualification standards in the Secretary of Interior's Professional Qualification Standards (36 CFR 61, Appendix A).
- The Park will ensure that historic drawings of affected historic properties are either photographed or photocopied in standard sizes for ease of handling.
- The Park will ensure that large format, black and white photographs in the size 5x7 are produced for all affected historic properties. Photographs will be archivally processed and stored. Negatives will be placed in acid free paper jackets and identified on the outside of each jacket. An index of photographs will be compiled, including the number of each photograph, date of photograph, photographer's name, direction of view, and description of view.
- The Park will ensure that a written history and description of affected historic properties, based both on primary and secondary sources, be provided. The written history shall include at a minimum a methodology section specifying name of researcher, date of research, and sources searched; a historical context statement addressing both the Civilian Conservation Corps and Mission-66 eras of park development; descriptions of affected historic properties; a completed architectural data form for Jim Camp Wash bridge; and a bibliography.
- The Park will ensure that all field records are assembled, including field notes compiled by the historian, site sketches, superintendent reports, and construction reports.
- The Park will provide copies of all documents resulting from the documentation/recordation to the SHPO.
- The Park will ensure that copies of all documents resulting from the documentation/recordation are deposited with Petrified Forest National Park.

#### **4) Inadvertent Resource Discoveries**

If during construction previously unknown archeological resources are discovered, all work in the immediate vicinity of the discovery would be halted and the procedures of 36 CFR Part 800.13[c] followed. In the event that human remains, funerary objects, sacred objects, or objects of cultural patrimony are discovered during construction, the regulations implementing the Native American Graves Protection and Repatriation Act (43 CFR Part 10) would be followed.

#### **5) Monitoring of Construction Activities**

The SHPO may monitor activities pursuant to this agreement, after providing at least 24-hours notification beforehand. The Park will cooperate with the SHPO in carrying out any monitoring and review responsibilities.

#### **6) Dispute Resolution**

Disputes regarding the completion of the terms of this agreement shall be resolved by the signatories. If the signatories cannot agree regarding a dispute, either of the signatories may request the participation of the Advisory Council on Historic Preservation (ACHP) to assist in resolving the dispute. Any recommendation or comment provided by the ACHP will be understood to pertain only to the subject of the dispute. The Park's responsibility to carry out all actions under this agreement that are not the subjects of dispute will remain unchanged.

At any time during implementation of the measures stipulated in this agreement, should an objection to any such measure be raised by a member of the public, the Park shall take the objection into account and consult as needed with the objecting party and the SHPO.

#### **7) Amendment of Agreement**

The agreement may be modified by amendment at any time by mutual concurrence of both parties. Amendment of the agreement as necessary shall be accomplished in the same manner as the original agreement. Amendments will be in writing and approved by the original signatories or their designated official.

#### **8) Termination of Agreement**

Either party to this agreement may terminate it by providing thirty (30) calendar days notice to the other party, provided that the parties will consult during the period prior to termination to seek agreements on amendments or other actions that would avoid termination. In the event of termination by the SHPO, the Park will request the comments of the ACHP, in accordance with 36 CFR Part 800.7[a].

## **9) Reporting**

Within ninety (90) days after carrying out the terms of this MOA, the Park shall provide a written report to the SHPO as to the actions taken to fulfill the terms of the MOA.

## **10) Terms of Agreement**

This agreement shall become effective after the date of the last signatory. The agreement shall be null and void if its terms are not carried out within two (2) years from the date of its approval by the Park and SHPO, unless the signatories agree in writing to an extension for carrying out its terms. Otherwise, this agreement shall become null and void when the project is complete, all of the above stipulations are fulfilled, and the SHPO has been provided with the aforementioned written report as to the actions taken to fulfill the terms of the agreement. The agreement and any amendments shall be binding upon the parties, their successors, and assigns.

Execution of this Memorandum of Agreement by the Park and SHPO, and implementation of its terms, evidences that the Park afforded the SHPO an opportunity to comment on the project and its effects on the proposed Rainbow Forest Historic Landscape District, that the Park has taken into the account the effect of the project on historic properties, and that the Park has satisfied its Section 106 responsibilities for the project referenced in this agreement.

## **AUTHORIZING SIGNATURES**

### **Petrified Forest National Park**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michelle Hellickson  
Superintendent, Petrified Forest National Park

### **Arizona State Historic Preservation Office**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
James W. Garrison  
Arizona State Historic Preservation Officer